

## **SCHEDULE 10B – INTERNATIONAL REGISTERED POST SERVICE TERMS AND CONDITIONS**

### **1 Introduction**

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- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 These special service terms and conditions apply when:
  - 1.2.1 a customer makes an application to use the special service in or on a form prescribed by Australia Post for that purpose;
  - 1.2.2 Australia Post accepts that application; and
  - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

### **2 Interpretation**

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- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning if any, given to them in the *Australian Postal Corporation Act 1989* and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency the meaning shall be as defined in this Agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions unless the contrary intention appears:
  - 2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
  - 2.2.2 words importing a gender include any other gender; and
  - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**service**" means the Registered Post service for International Carriage which is a special service which provides a unique identification number for each article and a receipt for proof of posting for articles lodged over the counter.

### **3 Conditions of Service**

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- 3.1 An article may be carried by the international Registered Post service provided:
  - 3.1.1 it is not addressed in pencil otherwise than indelibly;
  - 3.1.2 it is not directed to a fictitious name or to an addressee identified only by initials without also being directed to the care of a named addressee; and
  - 3.1.3 it complies with the provisions of clause 5.

- 3.2 A customer may, where available in the country of destination, request at the time of lodgement, for an additional fee, delivery confirmation to be effected in respect of the article.

#### **4 Lodgement receipt and delivery signature**

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- 4.1 Where an article is lodged for carriage by the international Registered Post service:
- 4.1.1 an official postmarked receipt shall be supplied to the applicant if the article is lodged at an office counter; and
  - 4.1.2 a signature will be obtained from the person to whom the article is delivered.

#### **5 Registered post articles lodged for international carriage**

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- 5.1 A person may lodge with Australia Post an article to be carried by the international Registered Post service, provided:
- 5.1.1 the article is contained in a postage prepaid registered post envelope and contains only letters and documents up to a maximum mass of 500g; or
  - 5.1.2 the article is contained in a postage prepaid registered post satchel up to a maximum mass of 1kg; or
  - 5.1.3 the article, if not contained in a postage prepaid registered post envelope or satchel, and which
    - (i) is up to a maximum mass of 2kg;
    - (ii) is enclosed in a cover that is in a sound condition;
    - (iii) is securely bound or sealed; and
    - (iv) does not bear the appearance of having been opened and resealed.
- 5.2 The postage payable on a postage prepaid registered post envelope or satchel to a place outside Australia shall be as determined by Australia Post.
- 5.3 Postage prepaid registered post envelopes or satchels which do not comply with the conditions of the service shall be carried at a rate of postage applicable to the article at the time of lodgement. In assessing the applicable rate of postage, a credit shall be given for postage prepaid on the article which shall be an amount equivalent to the purchase price of a single like article at the time of lodgement. Where the amount credited is less than the applicable rate of postage the difference shall be affixed to the article by postage stamps.
- 5.4 A fee in addition to postage otherwise payable on a registered post article, other than a postage prepaid registered post envelope or satchel, shall be payable at the rate determined by Australia Post for carriage by the international Registered Post service.

#### **6 Fee on request for delivery confirmation**

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- 6.1 Where an article is lodged for carriage by the international Registered Post service and the sender requests that delivery confirmation of that article be sent to him, a fee determined by Australia Post for that purpose shall be payable in addition to the postage payable for the carriage of the article and the postage, if any, otherwise payable on the carriage of the advice of delivery.

## **7 Registered post articles in community bags**

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- 7.1 A postage prepaid international registered post envelope lodged in a community bag, shall be accepted for that carriage at the office at which the bag is delivered provided the article complies with the conditions of carriage of the service.

## **8 Registered post articles in locked and private mail bags**

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- 8.1 An article may be delivered through a locked bag service or a private mail bag service, and an article may be lodged for international Registered Post carriage through a private mail bag service.

## **9 Compensation**

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- 9.1 The international Registered Post service provides compensation for loss of, or damage to, the article in the sum of \$100 and the cost of this is included in the fee for the service.
- 9.2 The terms and conditions of the compensation referred to in clause 9.1 are those terms and conditions applying to the Extra Cover service provided by Australia Post.

## **10 Payment of Claim**

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- 10.1 Upon receipt of a valid claim, Australia Post will pay the claimant the amount required to be paid under the service together with a refund of the postage originally paid for carriage of the article, excluding any registered post fee.

## **11 Limitation of Liability Release and Indemnity**

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- 11.1 Subject to clauses 9.1 and 11.2, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 11.2 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of articles pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, if legally permissible, to:
- 11.2.1 supplying the service again; or
- 11.2.2 payment of the cost of having the service supplied again.
- 11.3 To the extent permitted by law, the customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service.

## **12 Force Majeure**

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- 12.1 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for

any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

### **13 Merger**

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- 13.1 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by Australia Post.

### **14 Conditions of Carriage**

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- 14.1 This agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this Agreement.

### **15 Law**

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- 15.1 This agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.

### **16 Whole of Agreement**

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- 16.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation to the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.